

THOMAS N. STEWART, III - #88128  
ATTORNEY AT LAW  
369 BLUE OAK LANE, 2<sup>nd</sup> FLOOR  
CLAYTON, CA 94517  
TELEPHONE (925) 672-8452  
TELEFAX (925) 673-1729  
Attorneys for David Johnson

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DAVID JOHNSON,

Case No. CV 09-4387 SBA

Plaintiff,

STIPULATION OF DISMISSAL; ORDER

v.

GUILLERMO and TERESA  
MUNIZ,

Defendants.

\_\_\_\_\_ /

The Parties hereto stipulate as follows:

The Plaintiff and Defendants (hereafter the “Parties”) have reached a full and final settlement of all issues between them in this action. A Settlement Agreement between the Plaintiff and Defendants has been fully executed.

Some parts of the Settlement Agreement are to be performed in the future. The Parties shall comply with their Settlement Agreement, a copy of which is incorporated by reference as if fully set forth. The Parties request the Court to appoint a U.S. Magistrate Judge to retain jurisdiction for two years from the date hereof in order to enforce the terms of the Settlement

Agreement under the authority of *Kokkonen v. Guardian Life Insurance Co. Of America*, 511 U.S. 375, 381-82 (1994).

Although the Parties are hereby dismissing the Complaint with prejudice, they agree that the Court will appoint a U.S. Magistrate Judge to retain jurisdiction over this action and the Parties hereto in order to be able to enforce the terms of the Settlement Agreement.

IT IS HEREBY STIPULATED by and between the Parties to this action through their designated counsel that Complaint be and hereby is dismissed with prejudice pursuant to FRCP 41(a)(2), and the Court shall appoint a U.S. Magistrate Judge to retain jurisdiction to enforce the terms of the Settlement Agreement for two years after the date hereof.

Date: March 16, 2010

Date: March 16, 2010

S/Frederic L. Webster,  
Attorney for Defendants

S/Thomas N. Stewart, III,  
Attorney for Plaintiff

IT IS SO ORDERED:

Date: 3/29/10

  
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Judge/Magistrate